



**PATRICK D. CROCKER**  
[patrick@crockerlawfirm.com](mailto:patrick@crockerlawfirm.com)

September 15, 2011

Ms. Betty McCauley, Docketing Division Chief  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793

RE: FIDELITY CONNECT LLC  
Docket No. 11-5135-TP-ATA

Dear Ms. McCauley:

In compliance with Case No. 10-1010-TP-ORD, enclosed for filing please find the Telecommunications Application Form for Detariffing and Related Actions submitted on behalf of the above captioned company.

Should you have any questions or concerns relating to this matter, please contact the undersigned at (269) 381-8893 or [patrick@crockerlawfirm.com](mailto:patrick@crockerlawfirm.com).

Very truly yours,

CROCKER & CROCKER

  
Patrick D. Crocker

PDC/tld

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD  
(Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of  
FIDELITY CONNECT LLC  
to Detariff Services and make other changes related to the  
Implementation of Case No. 10-1010-TP-ORD

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TRF Docket No. 90-

Case No. 11 - 5135 - **TP - ATA**

NOTE: Unless you have reserved a Case No. leave the "Case No."  
fields BLANK.

Name of Registrant(s) FIDELITY CONNECT LLC  
DBA(s) of Registrant(s) \_\_\_\_\_  
Address of Registrant(s) 23250 Chagrin Blvd., Suite 250, Beachwood, OH 44122  
Company Web Address \_\_\_\_\_  
Regulatory Contact Person(s) Robert Marks Phone (216) 595-9050 Fax (216) 595-0706  
Regulatory Contact Person's Email Address Robert@fidelityaccess.com  
Contact Person for Annual Report Robert Marks Phone (216) 595-9050  
Address (if different from above) \_\_\_\_\_  
Consumer Contact Information Robert Marks Phone (216) 595-9050  
Address (if different from above) \_\_\_\_\_

**Part I – Tariffs**

**Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.**

*NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.*

<b>Carrier Type</b>	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**Part II – Exhibits**

**Note that the following exhibits are required for all filings using this form.**

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input checked="" type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

### Part III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

#### AFFIDAVIT

##### *Compliance with Commission Rules*

I am an officer/agent of the applicant corporation, FIDELITY CONNECT LLC, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 9/12/11 at (Location) Cleveland, OH.  
(Signature and Title) [Signature] President (Date) 9/12/11

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

#### VERIFICATION

I, Robert Marks verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

(Signature and Title) [Signature] President (Date) 9/12/11

.....\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

*Send your completed Application Form, including all required attachments as well as the required number of copies, to:*

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

*Or*

*Make such filing electronically as directed in Case No 06-900-AU-WVR*

## **EXHIBIT A**

### **Existing Affected Tariff Pages**

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE AND INTEREXCHANGE  
SERVICE FURNISHED BY

**FIDELITY CONNECT LLC**

THROUGHOUT THE STATE OF OHIO

This tariff describes the terms, conditions, services and rates applicable to the provision of telecommunications services regulated and tarified in accordance with the Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

The Company is subject to and will follow the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code.

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available by contacting the Company at 23250 Chagrin Blvd, Suite 250 Beachwood, OH 44122 or at (216) 595-9050.

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Issued: October 14, 2010

Effective: November 14, 2010

Issued under authority of the Public Utilities Commission of Ohio,  
in Case No. 10-2349-TP-ACE

Issued by: Robert Marks, President  
Fidelity Connect LLC  
23250 Chagrin Blvd. Suite 250  
Beachwood, OH 44122

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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**CHECK SHEET**

Pages inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Date</u>	<u>Page</u>	<u>Revision</u>	<u>Date</u>
1	Original		33	Original	
2	Original		34	Original	
3	Original		35	Original	
4	Original				
5	Original				
6	Original				
7	Original				
8	Original				
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32	Original				

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF  
TECHNICAL TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify decreased rate.
- I - To signify increased rate.
- T - Textural Change.
- N - New rate or regulation.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by FIDELITY CONNECT LLC to Customers within the local exchange service area defined herein. This tariff is effective only where an approved resale / interconnection agreement exists with the incumbent LEC currently serving such area.

FIDELITY CONNECT LLC is subject to the commission's rules for minimum telephone service standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4901:1-5-03 of the Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 1 – DEFINITIONS**

Certain terms used generally throughout this tariff are defined below.

Account Codes: Allows a User to allocate local calls to a digital, nonverified account code.

Advance Payment: Payment of all or part of a charge for special construction required before the start of service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On- Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where dialing a different access code followed by the extension number can retrieve any call.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 1 – DEFINITIONS**

Call Waiting Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two-digit code.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call or per line basis.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company: FIDELITY CONNECT LLC, which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.

Customer: The person, firm, corporation or other entity, which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, bypassing a central answering point.

Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial Station sets.

Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 1 – DEFINITIONS**

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling: A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

Local Exchange Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

Mbps: Megabits, or million of Bits, per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches or between telephone switches and PBX/key systems.

Nonrecurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 1 – DEFINITIONS**

Off-Hook: The term “off-hook” denotes the active condition of a telephone exchange service line.

On-Hook: The term “on-hook” denotes the idle condition of a telephone exchange service line.

Originating Off-Net: A call terminating on and placed via non-company owned or leased facilities.

Originating On-Net: A call terminating on and placed via company owned or company leased facilities.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Presubscription: Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that the Customer prior to initiating service execute Service Orders.

Services: The Company's telecommunications services offered on the Company's network.

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

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**SECTION 1 – DEFINITIONS**

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

**2.1.2 Shortage of Equipment or Facilities**

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

**2.1.3 Terms and Conditions**

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.1.3 Terms and Conditions (continued)**

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.

2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.1.3 Terms and Conditions (continued)**

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

**2.1.4 Liability of the Company**

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards Section 4901:1-5 of the Ohio Administrative Code.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS**

- 2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties. Credits for interruptions will be given in accordance with the Minimum Telephone Service Standards as codified in § 4901:1-5 of the Ohio Administrative Code. The Company may apply for an act of God waiver in accordance with Rule 4901:1-5 of the Ohio Administrative Code.
- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS**

2.1.4.7 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

2.1.4.8 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.1.4.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall install new service in accordance with Ohio Administrative Code, Rule 4901:1-5.

2.1.6.2 Repair appointments and commitments shall comply with Ohio Administrative Code, Rule 4901:1-5.

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**SECTION 2 – REGULATIONS**

2.1.6.3 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.4 Equipment installed at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.1.9 Telecommunications Service Priority**

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The telephone company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

**2.2 Prohibited Uses**

2.2.1 The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS**

- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.3.1 General (continued)**

- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

**2.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

**2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.4.2 Station Equipment**

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.4.3 Interconnection of Facilities**

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.4.3 Interconnection of Facilities (continued)**

2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers, which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

**2.4.4 Inspections**

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

**2.5.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customer. Subscriber bills will contain all of the information required by 4901:1-5 of the Ohio Administrative Code.

2.5.2.1 All service, installation, monthly Recurring Charges and Nonrecurring Charges shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If not paid by the due date, it then becomes past due.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.5.2 Billing and Collection of Charges (continued)**

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

2.5.2.3 For new Customers or existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Checks with insufficient funds or non-existing accounts will be assessed a fee of \$30.00 up to a maximum rate of \$40.00, except as may be waived under appropriate circumstances.

2.5.2.5 If any portion of the payment is not received within thirty (30) days after the billing date, is subject to a late payment charge of 1.5%. The late payment charge will not be applied to previous late payment charges that have been assessed but not paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

**2.5.3 Disputed Bills**

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

**2.5.4 Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Fidelity Connect LLC  
23250 Chagrin Blvd, Suite 250  
Beachwood, OH 44122

Telephone: (216) 595-9050  
Facsimile: (216) 595-0706

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS**

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with the PUCO in accordance with the Commission's rules of procedure:

You may contact the PUCO at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

Service Monitoring and Enforcement Department  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215

**2.5.5 Deposits**

2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. All deposits will be handled in accordance with the provisions of the Rule 4901:1-17 of the Ohio Administrative Code and Rule 4901:1-5 of the PUCO's Minimum Telephone Service Standards. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

2.5.5.2 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.5.5 Deposits (continued)**

2.5.5.3 Deposits held will accrue interest at a rate specified by the PUCO in Rule 4901:1-17 of the Ohio Administrative Code and will be refunded to the Customer after twelve consecutive months of payment.

2.5.5.4 Credit may be established by any means found in 4901:1-17 of the Ohio Administrative Code

**2.5.6 Discontinuance of Service**

2.5.6.1 Disconnection of local and toll service will be in accordance with Rule 4901:1-5 of the Ohio Administrative Code.

2.5.6.2 Disconnection for nonpayment of local service will be in accordance with Rule 4901:1-5 of the Ohio Administrative Code.

2.5.6.3 Disconnection for Nonpayment of Toll Service will be in accordance with Rule 4901:1-5 of the Ohio Administrative Code.

2.5.6.4 Disconnection for Reasons other than Nonpayment with notice will be in accordance with Rules 4901:1-5 of the Ohio Administrative Code.

2.5.6.5 Disconnection for Reasons other than Nonpayment without notice will be in accordance with Rule 4901:1-5 of the Ohio Administrative Code.

**2.6 Allowances for Interruptions of Service**

2.6.1 Credit for Interruptions: At a minimum, credit allowances will be calculated consistent with MTSS Rule, 4901:1-5.

**2.6.2 Limitations on Allowances**

No credit allowance will be made for:

- (a) service interruption caused as a result of negligent or willful act on the part of the subscriber;

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS**

- (b) interruptions due to the failure or malfunction of subscriber owned telephone equipment;
- (c) interruptions of service as a result of acts of God in accordance with MTSS 4901:1-5, military action, wars, insurrection, riots, or strikes; or
- (d) is extended by the company's inability to gain access to the Customer's premises due to the Customer missing a repair appointment.

2.6.3 Use of Alternative Service Provided by the Company: Where the Company bears no liability for the interruption and the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the applicable tariffed rates and charges.

2.7 Cancellation of Service

2.7.1 Cancellation of Service by the Customer

Inclusion of early termination liability by the company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise. If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with:

- (1) All Nonrecurring Charges reasonably expended by Company to establish service to Customer, plus
- (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.7.1 Cancellation of Service by the Customer (continued)**

- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

**2.8 Transfer and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

**2.9 Notices and Communications**

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS**

- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.9.5 Subscriber bills will contain all of the information required by 4901:1-5 of the Ohio Administrative Code.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES****3.1 Local Service Areas**

The Company will provide local exchange service throughout the AT&T Ohio access areas.

**3.2 Local Exchange Service**

Installation, monthly recurring charges will apply to the Company's local exchange services.

3.2.1 The Company's Local Telephone Service provides a Customer with the ability to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service; and
- place or receive calls to 800/888/887 telephone numbers.

3.2.2 Local Line provided the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.2.3 Optional Features: A Customer may order optional features at the rates specified in this tariff.

3.2.4 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified herein.

**3.3 Service Charges and Surcharges****3.3.1. Reserved for Future Use**

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## LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

## SECTION 3 – SERVICE DESCRIPTIONS AND RATES

## 3.3.2 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

	<u>MAXIMUM</u>	<u>CURRENT</u>
Business	\$300.00	\$100.00

## 3.3.3 Moves, Adds, and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service and is charged in addition to any other monthly or installation charge which is associated with the service the customer orders. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

	<u>MAXIMUM</u>		
	<u>Move</u>	<u>Add</u>	<u>Change</u>
Business Charge per Order	\$200.00	\$200.00	\$200.00
Line Connection (per line)	\$300.00	\$300.00	\$300.00
Record Work Only (This charge is applicable for changes that do not involve central office or premise work.)			\$200.00

	<u>CURRENT</u>		
	<u>Move</u>	<u>Add</u>	<u>Change</u>
Business Charge per Order	\$50.00	\$50.00	\$50.00
Line Connection (per line)	\$100.00	\$100.00	\$100.00
Record Work Only (This charge is applicable for changes that do not involve central office or premise work.)			\$50.00

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES****3.3.4 Charges Associated With Premises Visit****Trouble Isolation Charge**

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

	<u>MAXIMUM</u>	<u>CURRENT</u>
Per Premises Visit, Business:	\$300.00	\$100.00

**3.3.5 Primary Interexchange Carrier Change Charge**

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service. If a subscriber changes both the InterLata and IntraLata presubscribed interexchange carrier at the same time, 50% of the otherwise applicable IntraLata presubscription change charge will apply.

	<u>MAXIMUM</u>	<u>CURRENT</u>
Manual Process	\$5.50	\$5.50
Electronic Process	\$1.25	\$1.25

**3.4 Custom Calling Service****3.4.1 General**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

**3.4.2 Feature Descriptions and Rates**

Rates in this section are applied on a monthly basis unless otherwise specified:

	<u>MAXIMUM</u>	<u>CURRENT</u>
<b>CALLER ID</b>	\$12.00	\$3.00
This Central Office feature provides for the display of the incoming telephone number on a customer provided display device attached to the customer's telephone or answering machine with a built-in display screen. The Caller ID feature will forward the calling number from the appropriately equipped terminating central office to the customer provided display device. The Company will forward all telephone numbers subject to technical limitations.		

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES****3.5 BUSINESS NETWORKED SWITCHED SERVICES****3.5.1 General**

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES****3.5.2 Service Descriptions and Rates**

The following Business Access Service Options are offered:

**Basic Business Line Service**

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

**A. Service Establishment Charge**

This charge applies when the Company initially establishes the Customer's account for any service provided by the Company. This charge is applied in addition to any other monthly or connection charge that is associated with the service the Customer orders.

**Tier 1**

	<b><u>MAXIMUM</u></b>	<b><u>CURRENT</u></b>
-Per Order	\$200.00	\$50.00
-Per Visit (1 hour)	\$300.00	\$100.00
-After Hours (1 hour)	\$400.00	\$200.00
Line Connection	\$300.00	\$100.00
Service Order	\$200.00	\$50.00

Custom Features are also available as described in the service catalog.

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES****B. Basic Business Line Service****1. General**

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

**2. Flat Rate Basic Business Line Service**

Service to points within the local calling area is included in the charge for Flat Rate Service.

In addition to the recurring charges listed below, service order charges apply as described in this tariff.

<b><u>Tier 1</u></b>	<b><u>MAXIMUM</u></b>	<b><u>CURRENT</u></b>
Monthly Recurring Charges:		
Business Single Line	\$150.00	\$48.00

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Issued by: Robert Marks, President  
Fidelity Connect LLC  
23250 Chagrin Blvd. Suite 250  
Beachwood, OH 44122

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 4 – PROMOTIONAL OFFERINGS**

The Company may from time to time engage in special promotions of limited duration of its service offerings designed to attract new Customers or to increase existing Customer awareness of a particular tariff offering. Waiver of any charges other than a nonrecurring charge shall be limited to ninety (90) calendar days on a per Customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 06-1344-TP-COI.

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Issued: October 14, 2010

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 4 – PROMOTIONAL OFFERINGS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and may be filed with the PUCO.

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**EXHIBIT B**

**Proposed Revised Tariff Pages**



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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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*This tariff Ohio Tariff No. 2 cancels and replaces in its entirety the  
Ohio Tariff No. 1 for Local Exchange and Interexchange Services  
on file with the Commission*

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL EXCHANGE AND INTEREXCHANGE

SERVICE FURNISHED BY

**FIDELITY CONNECT LLC**

THROUGHOUT THE STATE OF OHIO

This tariff describes the terms, conditions, services and rates applicable to the provision of telecommunications services regulated and tarified in accordance with the Competitive Retail Telephone Rules (Case No. 10-1010-TP-ORD).

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available by contacting the Company at 23250 Chagrin Blvd, Suite 250 Beachwood, OH 44122 or at (216) 595-9050.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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**CHECK SHEET**

Pages inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Date</u>	<u>Page</u>	<u>Revision</u>	<u>Date</u>
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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF  
TECHNICAL TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify decreased rate.
- I - To signify increased rate.
- T - Textural Change.
- N - New rate or regulation.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by FIDELITY CONNECT LLC to Customers within the local exchange service area defined herein. This tariff is effective only where an approved resale / interconnection agreement exists with the incumbent LEC currently serving such area.

The tariff describes the Company's terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated in accordance with Competitive Retail Telephone Rules (Case No. 10-1010-TP-ORD).

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 1 – DEFINITIONS**

Certain terms used generally throughout this tariff are defined below.

Account Codes: Allows a User to allocate local calls to a digital, nonverified account code.

Advance Payment: Payment of all or part of a charge for special construction required before the start of service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Basic local exchange service: Residential-end-user access to and usage of telephone-company-provided services over a single line or small-business-end-user access to and usage of telephone-company-provided services over the primary access line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of services, that does both of the following:

- (a) Enables a customer to originate or receive voice communications within a local service area as that area exists on the effective date of the amendment of this section by S.B. 162 of the 128th general assembly;
- (b) Consists of all of the following services:
  - (i) Local dial tone service;
  - (ii) For residential end users, flat-rate telephone exchange service;
  - (iii) Touch tone dialing service;
  - (iv) Access to and usage of 9-1-1 services, where such services are available;
  - (v) Access to operator services and directory assistance;
  - (vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;
  - (vii) Per call, caller identification blocking services;
  - (viii) Access to telecommunications relay service; and
  - (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 1 – DEFINITIONS**

Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On- Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where dialing a different access code followed by the extension number can retrieve any call.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two-digit code.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call or per line basis.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company: FIDELITY CONNECT LLC, which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 1 – DEFINITIONS**

Customer: The person, firm, corporation or other entity, which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, bypassing a central answering point.

Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial Station sets.

Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling: A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

Local Exchange Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 1 – DEFINITIONS**

Mbps: Megabits, or million of Bits, per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches or between telephone switches and PBX/key systems.

Nonrecurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Originating Off-Net: A call terminating on and placed via non-company owned or leased facilities.

Originating On-Net: A call terminating on and placed via company owned or company leased facilities.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Presubscription: Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 1 – DEFINITIONS**

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that the Customer prior to initiating service execute Service Orders.

Services: The Company's telecommunications services offered on the Company's network.

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

**2.1.2 Shortage of Equipment or Facilities**

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

**2.1.3 Terms and Conditions**

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.1.3 Terms and Conditions (continued)**

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.

2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.1.3 Terms and Conditions (continued)**

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

**2.1.4 Liability of the Company**

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to Rule 4901:1-6 of the Ohio Administrative Code.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS**

- 2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties. Credits for interruptions will be given in accordance with Rule 4901:1-6 of the Ohio Administrative Code. The Company may apply for an act of God waiver in accordance with Rule 4901:1-6 of the Ohio Administrative Code.
- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS**

2.1.4.7 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

2.1.4.8 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.1.4.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall install new service in accordance with Ohio Administrative Code, Rule 4901:1-6.

2.1.6.2 Repair appointments and commitments shall comply with Ohio Administrative Code, Rule 4901:1-6.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS**

2.1.6.3 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.4 Equipment installed at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.



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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.1.9 Telecommunications Service Priority**

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The telephone company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

**2.2 Prohibited Uses**

2.2.1 The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS**

- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.3.1 General (continued)**

- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

**2.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

**2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.4.2 Station Equipment**

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.4.3 Interconnection of Facilities**

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.4.3 Interconnection of Facilities (continued)**

2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers, which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

**2.4.4 Inspections**

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

**2.5.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customer. Subscriber bills will contain all of the information required by 4901:1-6 of the Ohio Administrative Code.

2.5.2.1 All service, installation, monthly Recurring Charges and Nonrecurring Charges shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If not paid by the due date, it then becomes past due.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.5.2 Billing and Collection of Charges (continued)**

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

2.5.2.3 For new Customers or existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Checks with insufficient funds or non-existing accounts will be assessed a fee of \$30.00 up to a maximum rate of \$40.00, except as may be waived under appropriate circumstances.

2.5.2.5 If any portion of the payment is not received within thirty (30) days after the billing date, is subject to a late payment charge of 1.5%. The late payment charge will not be applied to previous late payment charges that have been assessed but not paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

**2.5.3 Disputed Bills**

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

**2.5.4 Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Fidelity Connect LLC  
23250 Chagrin Blvd, Suite 250  
Beachwood, OH 44122

Telephone: (216) 595-9050  
Facsimile: (216) 595-0706

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS**

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with the PUCO in accordance with the Commission's rules of procedure:

You may contact the PUCO at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

Service Monitoring and Enforcement Department  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215

**2.5.5 Deposits**

All deposits will be handled pursuant to Chapter 4901:1-6-12 of the Ohio Administrative Code.

**2.5.6 Discontinuance of Service**

Disconnection of local and toll service will be in accordance with Rule 4901:1-6-12 of the Ohio Administrative Code.

**2.6 Allowances for Interruptions of Service**

**2.6.1 Credit for Interruptions:** At a minimum, credit allowances will be calculated consistent with Rule 4901:1-6.

**2.6.2 Limitations on Allowances**

No credit allowance will be made for:

- (a) service interruption caused as a result of negligent or willful act on the part of the subscriber;
- (b) interruptions due to the failure or malfunction of subscriber owned telephone equipment;

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS**

- (c) interruptions of service as a result of acts of God in accordance with 4901:1-6, military action, wars, insurrection, riots, or strikes; or
- (d) is extended by the company's inability to gain access to the Customer's premises due to the Customer missing a repair appointment.

2.6.3 Use of Alternative Service Provided by the Company: Where the Company bears no liability for the interruption and the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the applicable tariffed rates and charges.

2.7 Cancellation of Service

2.7.1 Cancellation of Service by the Customer

Inclusion of early termination liability by the company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise. If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with:

- (1) All Nonrecurring Charges reasonably expended by Company to establish service to Customer, plus
- (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus



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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.7.1 Cancellation of Service by the Customer (continued)**

- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

**2.8 Transfer and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

**2.9 Notices and Communications**

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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**LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES**

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**SECTION 2 – REGULATIONS**

- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.9.5 Subscriber bills will contain all of the information required by 4901:1-6 of the Ohio Administrative Code.

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Issued: September 15, 2011

Effective: September 15, 2011

Issued by: Robert Marks, President  
Fidelity Connect LLC  
23250 Chagrin Blvd. Suite 250  
Beachwood, OH 44122

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES****3.1 Local Service Areas**

The Company will provide local exchange service throughout the AT&T Ohio access areas.

**3.2 Local Exchange Service**

Installation, monthly recurring charges will apply to the Company's local exchange services.

3.2.1 The Company's Local Telephone Service provides a Customer with the ability to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service; and
- place or receive calls to 800/888/887 telephone numbers.

3.2.2 Local Line provided the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.2.3 Optional Features: A Customer may order optional features at the rates specified in this tariff.

3.2.4 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified herein.

**3.3 Service Charges and Surcharges****3.3.1. Reserved for Future Use**

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Fidelity Connect LLC  
23250 Chagrin Blvd. Suite 250  
Beachwood, OH 44122

## LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

## SECTION 3 – SERVICE DESCRIPTIONS AND RATES

## 3.3.2 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

	<u>MAXIMUM</u>	<u>CURRENT</u>
Business	\$300.00	\$100.00

## 3.3.3 Moves, Adds, and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service and is charged in addition to any other monthly or installation charge which is associated with the service the customer orders. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

	<u>MAXIMUM</u>		
	<u>Move</u>	<u>Add</u>	<u>Change</u>
Business Charge per Order	\$200.00	\$200.00	\$200.00
Line Connection (per line)	\$300.00	\$300.00	\$300.00
Record Work Only (This charge is applicable for changes that do not involve central office or premise work.)			\$200.00

	<u>CURRENT</u>		
	<u>Move</u>	<u>Add</u>	<u>Change</u>
Business Charge per Order	\$50.00	\$50.00	\$50.00
Line Connection (per line)	\$100.00	\$100.00	\$100.00
Record Work Only (This charge is applicable for changes that do not involve central office or premise work.)			\$50.00

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES****3.3.4 Charges Associated With Premises Visit****Trouble Isolation Charge**

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

	<u><b>MAXIMUM</b></u>	<u><b>CURRENT</b></u>
Per Premises Visit, Business:	\$300.00	\$100.00

**3.3.5 Primary Interexchange Carrier Change Charge**

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service. If a subscriber changes both the InterLata and IntraLata presubscribed interexchange carrier at the same time, 50% of the otherwise applicable IntraLata presubscription change charge will apply.

	<u><b>MAXIMUM</b></u>	<u><b>CURRENT</b></u>
Manual Process	\$5.50	\$5.50
Electronic Process	\$1.25	\$1.25

**3.4 Reserved for Future Use**

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES****3.5 BUSINESS NETWORKED SWITCHED SERVICES****3.5.1 General**

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES****3.5.2 Service Descriptions and Rates**

The following Business Access Service Options are offered:

Basic Business Line Service

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

**A. Service Establishment Charge**

This charge applies when the Company initially establishes the Customer's account for any service provided by the Company. This charge is applied in addition to any other monthly or connection charge that is associated with the service the Customer orders.

**Tier 1**

	<b><u>MAXIMUM</u></b>	<b><u>CURRENT</u></b>
-Per Order	\$200.00	\$50.00
-Per Visit (1 hour)	\$300.00	\$100.00
-After Hours (1 hour)	\$400.00	\$200.00
Line Connection	\$300.00	\$100.00
Service Order	\$200.00	\$50.00

Custom Features are also available as described in the service catalog.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES****B. Basic Business Line Service****1. General**

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

**2. Flat Rate Basic Business Line Service**

Service to points within the local calling area is included in the charge for Flat Rate Service.

In addition to the recurring charges listed below, service order charges apply as described in this tariff.

<u><b>Tier 1</b></u>	<u><b>MAXIMUM</b></u>	<u><b>CURRENT</b></u>
Monthly Recurring Charges:		
Business Single Line	\$150.00	\$48.00



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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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**SECTION 4 – INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and may be filed with the PUCO.

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Issued: September 15, 2011

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Issued by: Robert Marks, President  
Fidelity Connect LLC  
23250 Chagrin Blvd. Suite 250  
Beachwood, OH 44122

## **EXHIBIT C**

### **Narrative Summarizing Changes**

P.U.C.O. Tariff No. 2 replaces P.U.C.O Tariff No. 1 in its entirety. Applicant provides business local exchange service in Ohio. Applicant files this Application to detariff in accordance with the Commission's January 19, 2011 Entry in Case No. 10-1010-TP-ORD.

Applicant provides a TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM FOR NON-BLES CARRIERS.

*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM**  
**For Non-BLES Carriers**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**  
(Effective: 01/20/2011)

Company Name FIDELITY CONNECT LLC

Company Address 23250 Chagrin Blvd., Suite 250, Beachwood, OH 44122

Company Web Address \_\_\_\_\_

Regulatory Contact Person Robert Marks Phone (216) 595-9050 Fax (216) 595-0706

Regulatory Contact Person's Email Address Robert@fidelityaccess.com

Contact Person for Annual Report Robert Marks Phone (216) 595-9050 Fax (216) 595-0706

Consumer Contact Information Robert Marks Phone (216) 595-9050 Fax (216) 595-0706

TRF Docket No. 90 -

**I. Company Type (Check all applicable):**

☒ Non-BLES CLEC      ☒ IXC      ☐ Other (explain) \_\_\_\_\_

**II. Services offered (Check all applicable):**

- ☒ Toll services (intrastate)
- ☒ Local Exchange Service (i.e., residential or business bundles)
- ☐ Other (explain) \_\_\_\_\_

**III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):**

- ☐ Toll Presubscription
- ☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)\*
- ☐ N-1-1 Service
- ☐ Pole Attachment and Conduit Occupancy
- ☐ Pay Telephone Access Lines
- ☐ Inmate Operator Service
- ☐ Telephone Relay Service

\*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

#### Part IV. – Attestation

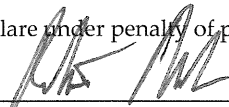
**Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.**

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I am an officer/agent of the carrier/telephone company, FIDELITY CONNECT LLC, and am authorized to make statements on it behalf.  
(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
(Signature and Title) President

9/12/11  
\_\_\_\_\_  
(Date)

**EXHIBIT D**

**Customer Notice**

## NON-RESIDENTIAL CUSTOMER NOTICE TEMPLATE

August 29, 2011

Dear valued Customer:

Beginning on September 15, 2011 the prices, service descriptions, and the terms and conditions for services other than a primary line provided by Fidelity Connect, LLC will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Fidelity Connect, LLC must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Fidelity Connect, LLC at the toll free number, 800-766-1490, or visit us at [Fidelityvoice.com](http://Fidelityvoice.com).

Sincerely,  
Fidelity Connect, LLC

**EXHIBIT E**

**Affidavit**

## CUSTOMER NOTICE AFFIDAVIT

### AFFIDAVIT

I, Robert Marks, am an authorized agent of the applicant corporation, FIDELITY CONNECT LLC, and am authorized to make this statement on its behalf. I attest that the customer notice(s) accompanying this affidavit were sent to affected customers through written notice on August 29, 2011 in accordance with Rule 4901:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Signature



9/12/11

(Date)



**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**9/15/2011 1:04:41 PM**

**in**

**Case No(s). 11-5135-TP-ATA**

Summary: Application FIDELITY CONNECT LLC to Detariff Services and make other changes related to Implementation of Case No. 10-1010-TP-ORD electronically filed by Mr. Patrick D. Crocker on behalf of FIDELITY CONNECT LLC